MIMS Android FAIR USE POLICY

This is MIMS (NZ) Ltd (MIMS) Fair Use Policy (Policy), which forms part of MIMS’s licence between You and MIMS governing the use of the MIMS Android Application on your Android Device (Licence). All defined terms used in this Policy are as defined in the Licence, unless otherwise defined.

1. SUMMARY
   1.1. It is important to MIMS that the use of the Data and other information accessed using the Application is done in accordance with the applicable compensation levels and other business and legal considerations. Accordingly, MIMS have devised this Fair Use Policy which applies to access to the Data and the other information which can be accessed using the Application.
   1.2. MIMS reserves the right to vary the terms of this Policy from time to time.
   1.3. MIMS may rely on this Policy where Your usage of the Application is excessive or unreasonable.

2. EXCESSIVE OR UNREASONABLE USE
   2.1. In the case of usage of the Application, excessive use will be downloading the Application to more than 2 Apple Devices.

3. OUR RIGHTS
   3.1. Where You are in breach of this Policy, MIMS may contact You to discuss changing Your usage so that it conforms to this Policy.
   3.2. If, after MIMS has contacted You, Your excessive or unreasonable use continues, MIMS may, in its sole discretion, without further notice to You:
       • suspend or limit Your usage of the Application for any period MIMS thinks is reasonably necessary; and/or
       • terminate Your Licence in accordance with clause 2 of the Licence.